

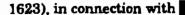
U.S. Department of Justice

Antitrust Division

Dear	
Antitrust Division of in con- Section 1 of the Sher satisfying the condit Division will notify further agreed that	ts forth the terms and conditions of an agreement between the fithe United States Department of Justice and innection with possible or other conduct violative of man Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upontions set forth below. After all of these conditions are met, the in writing that the application has been granted. It is disclosures made by counsel for the in furtherance of the will not constitute a waiver of the attorney-client privilege or wilege.
	AGREEMENT
Represent possible Division that, in cons	desires to report to the Antitrust Division or other conduct violative of the Sherman Act in the represents to the Antitrust nection with the anticompetitive activity being reported, it:
	ook prompt and effective action to terminate its part in the ctivity upon discovery of the activity; and
	id not coerce any other party to participate in the activity and as not a leader in, or originator of, the activity.
-	on: agrees to provide full, continuing and complete atitrust Division in connection with the activity being reported, nited to, the following:
•	roviding a full exposition of all facts known to relating to ne reported activity;

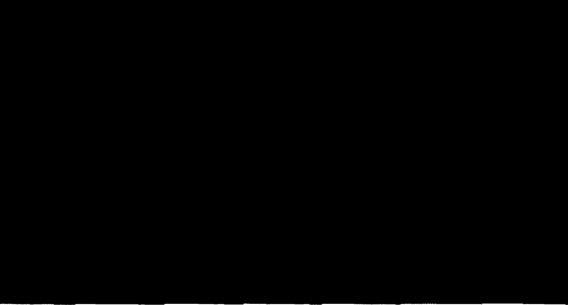
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the complete, candid and truthful cooperation of its officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible for other conduct violative of 15 U.S.C. § 1 in the
- (d) facilitating the ability of its officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division:
- (e) using its best efforts to ensure that its officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that its officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of any conduct violative of 15 U.S.C. § 1 in the in which was a participant.
- 3. Corporate Leniency: Subject to verification of representions in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported in the The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting

Antitrust Division Corporate Lenier acceptance of may thereafter in Should such a proprovided by director, officer of	strative agencies. If the Antitrust Division at any time determines to lated this Agreement, this Agreement shall be void and the on may revoke the conditional acceptance of into the into the conditional program. Should the Antitrust Division revoke the conditional into the Corporate Leniency Program, the Antitrust Division natitate a criminal prosecution against without limitation. ossecution be initiated, any documentary or other information as well as any statements or other information provided by any remployee of to the Antitrust Division pursuant to this be used against in any such prosecution.
Officers and Encoperation the Amployees or participation in, its investigation of prosecuted crimin during their period.	Antitrust Division agrees that current and former officers and except who admit their knowledge of, or fully and truthfully cooperate with the Antitrust Division in of the anticompetitive activity being reported, shall not be hally by be Antitrust Division for any act or offense committed of of employment at prior to the date of this letter in the anticompetitive activity being reported in the
be limited to:	Such it and truthful cooperation shall include, but not
(a)	making his/her relevant personal documents and records available in the United States to attorneys and agents of the United States;
(b)	making him/herself available in the United States to attorneys and agents of the United States for interviews;
(c)	responding fully and truthfully to all inquiries of the United States in connection with
(d)	otherwise giving the United States access to knowledge or information he/she may have relevant to and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. §



The committments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U. S. Department of Justice

Antitrust Division

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Dear		
Division of the subsidiari	he <u>Unit</u> es	ed States Department of Justice and in connection with possible conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
notify disclosures m	n w	This Agreement is conditional and depends upon ions set forth below. After all of these conditions are met, the Division will riting that the application has been granted. It is further agreed that counsel for in furtherance of the amnesty application will not of the attorney-client privilege or the work-product privilege.
		AGREEMENT
or other	r condu he antic	desires to report to the Antitrust Division possible act violative of the Sherman Act in the competitive activity being reported"). The presents to the Antitrust nection with the anticompetitive activity being reported, it:
	(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
	(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
		on: agrees to provide full, continuing and complete cooperation to in connection with the activity being reported, including, but not limited to,
	(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept nto Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency

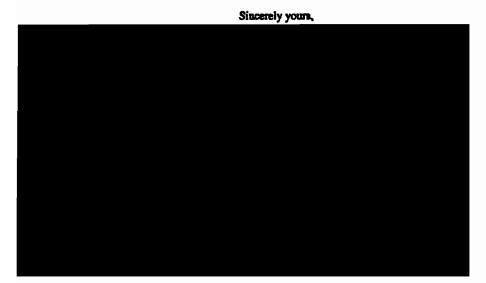
Program. Should the Antitrust Division revoke the conditional acceptance of second into the
Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution
against without limitation. Should such a prosecution be initiated, any documentary or
other information provided by seemed as well as any statements or other information provided
by any current or former director, officer or employee of the Antitrust Division
pursuant to this Agreement, may be used against an any such prosecution.
4. Non-Prosecution Protection For Corporate Directors, Officers And Employees:

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the Company of the Antitrust Division agrees that current and former directors, officers and employees of the Company of the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the complete of fails to comply fully with his/her obligations hereunder, this Agreement as

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- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and the state and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U. S. Departme of Justice

Antitust Division

conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege. AGREEMENT Representations: desires to report to the Antitrust Division and any other conduct violative of the Sherman Act in				
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and subsidiary in connection with possible violative of Section 1 of the Sharman Act, 15 U.S.C. 5 1, in the Hereinafter subsidiary This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for infurtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege. ACREEMENT 1 Representations: desires to report to the Antitrust Division and any other conduct violative of the Sherman Act in ("the anticompetitive activity being reported"). took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity: did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive				
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Section 1 of the Sharman Act, 15 U.S.C. § 1, in the Hereinafter subsidiary and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify been granted. It is further agreed that disclosures made by counsel for infurtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege. ACREEMENT 1 Representations: 1 Representations: 2 desires to report to the Antitrust Division and any other conduct violative of the Sherman Act in ("the anticompetitive activity being reported"). 1 represents to the Antitrust Division that, in connection with the inticompetitive activity being reported: (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity: (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive	of the United State	es Department of Justice and		subsidiary,
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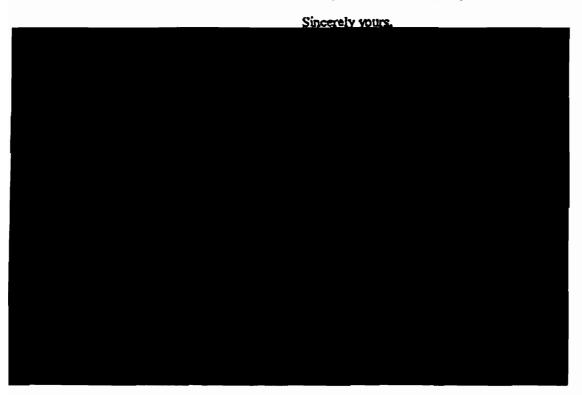
Other than through the conduct no current or (c) has with any other current or former engaged in former or any other conduct violative of the Sherman Act. 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antirust Division in connection with the activity being reported, including, but not limited to, the following: providing a full exposition of all facts known to **(a)** relating to the anticompetitive activity being reported; providing promptly, and without requirement of subpoons, all documents or **(b)** other items in its possession, custody or control, wherever located, requested by the Antinust Division, to the extent not already produced; (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported; **(4)** facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antimust Division; using its best efforts to ensure that current directors, officers and employees (c) who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial; using its best efforts to ensure that current directors, officers and employees **(1)** who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and making all reasonable efforts, to the satisfaction of the Antirust Division, to **(g)** pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant. 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement

dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antimat Division, although, upon request the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antirust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, other or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the commitment of this to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antiquest Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U. S. Department of Justice

Antitrust Division

VIA PACSIMILE Dear

This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and joint venture

Parents") in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upon Parents satisfying the conditions set forth below. After all of these conditions are met, the Antitrust Division will notify Parents in writing that the application has been granted. It is further agreed that disclosures made by counsel for Parents in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.

<u>AGREEMENT</u>

 Representations: 	Parents desire to report to the
Antitrust Division possible	or other conduct violative of the Sherman Act in
the	("the anticompetitive activity being

reported"). Parents represent to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:

- (a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: Parents agree to provide full, continuing, and complete cooperation to the Antitrust Division in connection with the activity being reported (execpt that is not obligated to cooperate concerning any conduct that predates the creation of the including, but not limited to, the following:
 - (a) providing a full exposition of all facts known to Parents relating to the anticompetitive activity being reported;
 - (b) providing promptly, and without requirement of subpoena, all documents or other items in their possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced:
 - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers, and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
 - (d) facilitating the ability of current and former directors, officers, and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
 - (e) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly, and truthfully to all questions asked in interviews, grand jury appearances, and at trial:

- (f) using its best efforts to ensure that current and former directors, officers, and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported in which Parents were participants.
- 3. Corporate Leniency: Subject to verification of Parent's representations in paragraph 1 above, and subject to its full, continuing. and complete cooperation, as described in paragraph 2 above, the Antitrust Division Parents into Part A of the agrees conditionally to accept Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against Parents for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported (except that this non-prosecution agreement does not cover any conduct on the part of that predates the creation joint venture). The commitments in this paragraph are binding of the only upon the Antitrust Division, although, upon request of Parents, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that Parents has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional Parents into the Corporate Leniency Program. acceptance of Should the Antitrust Division revoke the conditional acceptance of Parents into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against Parents without himitation. Should such a prosecution be initiated, any documentary or other information provided by Parents as well as any statements or other information provided by any current or former director, officer, or employee of to the Antitrust Division pursuant to this Agreement, may be used against Parents in any such prosecution. 4. Non-Prosecution Protection for Corporate Directors, Officers, and
- 4. Non-Prosecution Protection for Corporate Directors, Officers, and Employees: Subject to Parents's full, continuing, and complete cooperation, the Antitrust Division agrees that current and former directors, officers, and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive

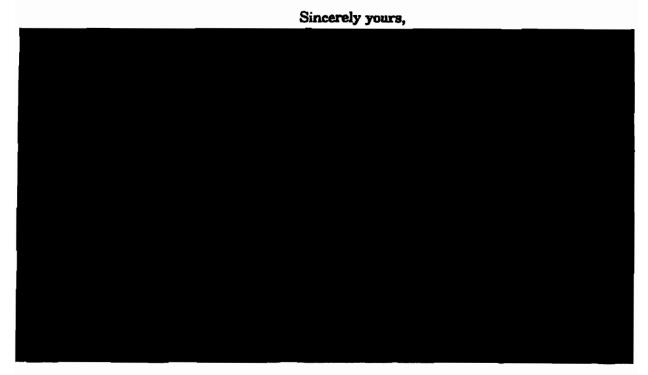
activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:

- (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
- (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
- (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information not requested in (a)-(c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under eath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Parents, the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity, or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Parents and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and Parents represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



Attachment



U.S. Department of Justice

	Antitrust Division
Dear	
of the United States in connection with p 15 U.S.C. § 1, in the depends upon the Division will not disclosures made by	
	AGREEMENT
or other con ("the anticompetitiv	desires to report to the Antitrust Division possible duct violative of the Sherman Act in the e activity being reported"). The represents to the Antitrust Division that, in anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperate Antitrust Division in limited to, the follow	connection with the anticompetitive activity being reported, including, but not
	affiliates

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers, employees and members of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers, employees and members to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers, employees and members who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers, employees and members who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the associated this Agreement, this Agreement shall be void,

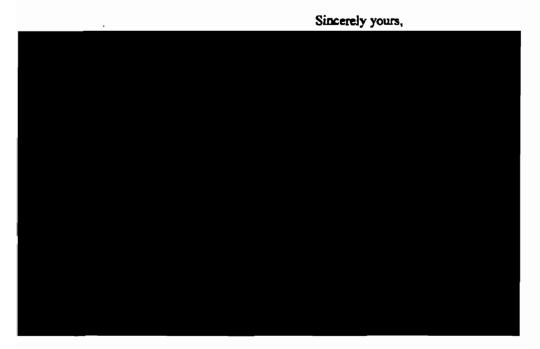
and the Antitrust Division may revoke the conditional acceptance of the into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer, employee or member of the Antitrust Division pursuant to this Agreement, may be used against the in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the Antitrust Division agrees that current and former directors, officers, employees and members of the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed while a director, officer, employee or member of the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer, employee or member of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains

to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





L. S. Department of Justice

Antitrust Division

Rc:		
Dear		
Sherman Act agreement is all of these cobeen granted.	tates D t, 15 U conditionalities . It is f	Department of Justice and or other conduct violative of Section 1 of the This satisfying the conditions set forth below. After consumer met, the Division will notify further agreed that disclosures made by counsel for a will not constitute a waiver of the a:torney-client privilege or the work-product
		AGREEMENT
	O	rother conduct violative of Section of the Sherman Act, in the represents to the Antitrust Division that, in a canticompetitive activity being reported, it:
	(a)	took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
	(p)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.
	-	ation: agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the
	(a)	providing a full exposition of all facts known to relating to the reported activity;

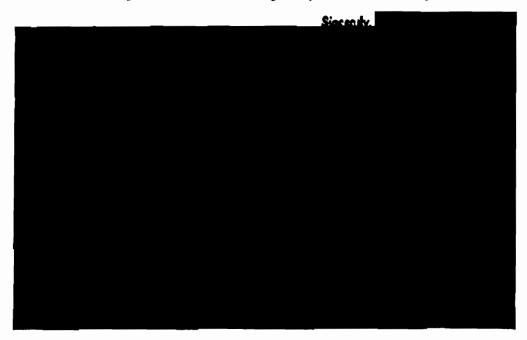
- (b) providing promptly, and without requirement of subpoena, all non-privileged documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the complete, candid and truthful cooperation of its current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible or other conduct violative of 15 U.S.C. § 1 in the
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews of testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division:
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
- restitution to any person or entity in the United States injured as a result of any or other conduct violative of 15 U.S.C. § 1 in the a participant.

3. Corporate Leulency: Subject to verification of	
above, and subject to its full, continuing and complete cooperation,	as described in paragraph 2 above,
the Antitrust Division agrees conditionally to accept	
Program, as explained in an Amitmust Division policy statement date	
Pursuant to that policy, the Antitrust Division agrees not to bring as	
for any act or offense it may have committed prior to the date	e of this letter in connection with the
anticompetitive activity being reported in the	Th
commitments in this paragraph are binding only upon the Antitrust	Division, although, upon request of
the Antitrust Division will bring this Agre ament to the	attention of other prosecuting offices
or administrative agencies. If the Antitrust Division at any time reas	
has violated this Agreement in any material respect, this Agreement	
Division may revoke the conditional acceptance of	
Should the Antitrust Division revoke the conditional acceptance of	
	•

	the Antitrust Division may thereafter initiate a criminal prosecution against itation. Should such a prosecution to the initiated, any documentary or other information as well as any statements or other information provided by any current director of the Antitrust Division pursuant to this Agreement, may be used in any such prosecution.
directors, officers a anticompetitive acti its investigation of t	secution Protection For Corporate Directors, Officers And Employees: Subject lik. continuing and complete conperation, the Antitrust Division agrees that current ad employees of the competition who admit their knowledge of, or participation in, the vity being reported, and fully and truthfully cooperate with the Antitrust Division in the activity, shall not be prosecuted criminally by the Antitrust Division for any act or prior to the date of this letter in connection with the anticompetitive activity being Such full and truthful cooperation to be limited to:
(a)	making his relevant personal documents and records available in the United States to attorneys and agents of the United States;
(b)	making himself available in the United States to attornoys and agents of the United States for interviews:
(v)	responding fully and truthfully to all inquiries of the United States relating to any other conduct violative of 15 U.S.C. § I in the without falsely implicating any person or intentionally with olding any information:
(d)	otherwise giving the United States access to knowledge or information be may have relevant to the conduct violative of U.S.C. § 1 in the
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under outh, subject to the penalties of perjury (18 U.S.C. § 1621) and making fulse statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the Division's investigation or prossecution of or other conduct violative of 15 U.S.C. § 1 in the
equest of rosecuting offices of fails to d	this paragraph are binding only upon the Antitrust Division, although, upon the the Antitrust Division will bring this Agreement to the attention of other administrative agencies. In the event a current director, officer or employee of omply fully with his obligations have under, this Agreement as it pertains to such id, and any leniency, immunity or non-prosecution granted to such individual under

this Agreement may be revoked by the Anthrust Division. Should any loniency, immunity or non-prosecution granted be revoked, the Anthrust Division that thereafter prosecute such person criminally, and any statements or other information provided by such person to the Anthrust Division pursuant to this Agreement may be used against him in such procesution.

- 5. Restre Agreement: This letter countitates the entire agreement between the Antitrust Division and supersodes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and Capacity continued warrant each to the other that the algoritories to this Agreement on the high the respective parties hereto.





U. S. Department of Justice

Antitrust Division

Dear	
	ets forth the terms and conditions of an agreement between the Antitrust ted States Department of Justice and
	This Agreement exists in connection with
possible involving	or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, This Agreement is conditional and
depends upon	eatisfying the conditions set forth below. After all of these conditions are
met, the Division w	rill notify the first writing that the application has been granted. It is further tres made by counsel for the first furtherance of the amnesty application will
	ver of the attorney-client privilege or the work-product privilege.
	AGREEMENT
1. Represe	etations: desires to report to the Antitrust Division possible
("the anti	competitive activity being reported"). The represents to the Antitrust mection with the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the anticompetitive
	activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Coopera	tion: agrees to provide full, continuing and complete cooperation to the
Antitrust Division is following:	a connection with the activity being reported, including, but not limited to, the
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;

- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Lenieacy: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal for any act or offense it may have committed prior to the date of this prosecution against letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer

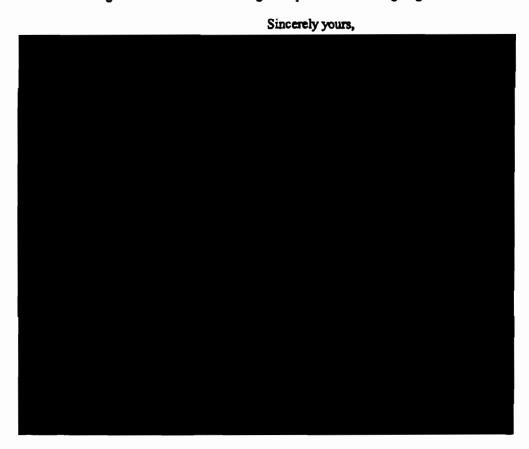
or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such presecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such

person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and appearance all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U.S. Department of Justice

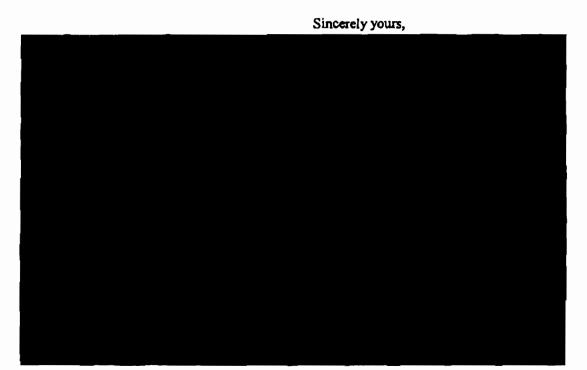
		Antitrust Division	
Re:			
Dear			
Division of the United possible in the depends upon met, the Division will further agreed that dis	d States Department of Justice of other conduct violative of satisfying the conditions in writing to sclosures made by counsel for	This agreement is conditional and set forth below. After all of these conditions are that the application has been granted. It is	
	AGREE	MENT	
to the Antitrust Division Act in the being reported").	on possible represents to the Antit	or other conduct violative of the Sherman ("the anticompetitive activity rust Division that, in connection with the	
		action to terminate its part in the ing reported upon discovery of the activity; and	
		rty to participate in the activity and was not the of, the anticompetitive activity being reported.	
2. Cooperation the Antitrust Division is to, the following:		de full, continuing and complete cooperation to rity being reported, including, but not limited	

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other

Division may revol Program. Should to Corporate Lenience prosecution against documentary or oth information provide	s or administrative agencies. If the Antitrust Division at any time determines itolated this Agreement, this Agreement shall be void, and the Antitrust ke the conditional acceptance of into the Corporate Leniency the Antitrust Division revoke the conditional acceptance of into the y Program, the Antitrust Division may thereafter initiate a criminal without limitation. Should such a prosecution be initiated, any there information provided by the same as well as any statements or other and by any current or former director, officer or employee of the pursuant to this Agreement, may be used against in any such
Subject to that current and form of, or participation investigation of the the Antitrust Division prior to the	full, continuing and complete cooperation, the Antitrust Division agrees mer directors, officers and employees of who admit their knowledge in, and fully and truthfully cooperate with the Antitrust Division in its anticompetitive activity being reported, shall not be prosecuted criminally by on for any act or offense committed during their period of employment at a date of this letter in connection with the anticompetitive activity being and truthful cooperation shall include, but not be limited to:
(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
(b)	making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
(c)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and Constitutes and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and the represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U.S. Department of Justice

Antitrest Division

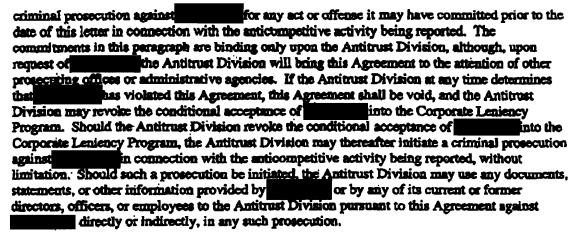
Dear	
This letter sate forth the terms and o	onditions of an agreement between the Antitrust
Division of the United States Department of	Justice and
	connection with possible
Act, 15 U.S.C. § 1, in the	cother conduct violative of Section 1 of the Sherman including such conduct involving
	This Agreement is
	tisfying the conditions set forth below. After all of
these conditions are met, the Division will a been granted. It is further agreed that disclo	
	e a waiver of the attorney-client privilege or the work-
AG	÷Rea a√each
1. Representations:	sires to report to the Antitrust Division possible
Sherman Act in the	or other conduct violative of the "the anticompetitive
•	ants to the Antitrust Division that, in connection with
the anticompetitive activity being reported,	it:
	ctive action to terminate its part in the anticompetitive

- **(**b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Autitrust Division in connection with the auticompetitive activity being reported, including, 2. Cooperation: but not limited to, the following:

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subposes, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division in connection with the anticompetitive activity being reported, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of

subsidiary (collectively "covered employees"), and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;

- (d) facilitating the ability of covered employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that covered employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution pursuant to United States law to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any



- 4. Non-Presecution Protection For Corporate Directors, Officers And Employees: Subject:to Management full, continuing and complete cooperation, the Antitrust Division agrees that covered employees who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation of covered employees shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including
 personal documents and records, and other materials requested by attorneys
 and agents of the United States in connection with the anticompetitive
 activity being reported;
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States in connection with the anticompetitive activity being reported;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under

oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a covered employee fails at any time to comply fully with his or her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally in connection with the anticompetitive activity being reported and may use any documents, statements, or other information provided by the Antitrust Division or by any of its current or former directors, officers, or employees, including such person, to the Antitrust Division pursuant to this Agreement against him or her, directly or indirectly, in such prosecution.

5.	
acknowledges that it is	a acperate investigation into
	or other conduct violative of Section 1 of the Sherman
Act. 15 U.S.C. § 1, and related s	tetutes, in the
	and that some of
	icers, or employees are, or may become, subjects, targets, or
	digation. Nothing in this Agreement limits the United States from
initiating a criminal prosecution	
officers or employees in connec	
or any of its current of	or former directors, officers, or employees as a subject, target, or
defendant in the	does not abrogate or affect
	tragraph 2 above, including its obligation to use its best efforts to
	inful cooperation of covered employees, or the cooperation
	s under paragraph 4 above. A failure of a covered employee to
comply fully with his or her obli	gations described in paragraph 4 above includes, but is not
limited to, regardless of any past	or proposed cooperation, not making himself or herself available
in the United States for interview	vs and testimony in trials and grand jury or other proceedings
	agents of the United States in connection with the
anticompetitive activity being re	ported because he or she has been, or anticipates being, charged,
	d States for violations of federal antitrust and related statutes
involving the	Such failure also includes, but is not limited to, not
responding fully and truthfully to	all inquiries of the United States in connection with the
	ported because his or her responses may also relate to, or tend to
incriminate him or her in, the	Failure to comply fully with his or
her cooperation obligations furth	er includes, but is not limited to, not producing in the United

States all documents, including personal documents and records, and other materials requested by attorneys and agents of the United States in connection with the anticompetitive activity being reported because those documents may also relate to, or tend to incriminate him or her in, the

The cooperation obligations of Paragraph 4 above do not apply to requests by attorneys and agents of the United States directed at if such requests are not, in whole or in part, made in connection with the anticompetitive activity being reported. The Antitrust Division may use any documents, statements, or other information provided by any of its current or former directors, officers, or employees to the Antitrust Division pursuant to this Agreement against or any of its current or former directors, officers, or employees, directly or indirectly, in any prosecution arising out of the

- 6. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 7. Authority And Capacity: The Antitrust Division and represent and warranteach to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.







U.S. Department of Justice

			Antitrust Division
Re:			
Dear			
Act, 15 U.S agreement is all of these or granted. It	S.C. § 1 is condition is furth	or other in the tional and depends upon sins are met, the Division will notife ther agreed that disclosures made	
		AGREEM	ENT
engaged in de	the sire to or		
	(a)	took prompt and effective activated upon di	on to terminate its part in the anticompetitive iscovery of the activity; and
	(р)		to participate in the activity and was not the the unticompetitive activity being reported.
	operati ision in		l, continuing and complete cooperation to the ng reported, including, but not limited to, the
	(a)	providing a full exposition of anticompetitive activity being r	

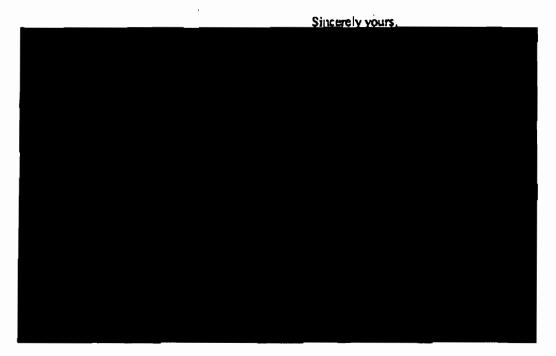
- (b) providing promptly, and without requirement of subpoens, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of und encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the unticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial:
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompositive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or ontity injured as a result of the anticompetitive activity being reported in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph l above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 into Part A of the Corporate above, the Antitrust Division agrees conditionally to accept Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices of administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other

information provided by any current or former director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against the in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to the full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at a prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorne ys and agents of the United States:
 - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
 - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
 - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





U. S. Department of Justice

Antitrust Division

R	e:		
Dear			
15 U.S.(upon met, the lt is furt amnesty	c. § 1, in t satisfy Division her agree	This agreement is conditional and depending the conditions set forth below. After all of these conditions a will notify in writing that the application has been granted that disclosures made by counsel for in furtherance of the n will not constitute a waiver of the attorney-client privilege or privilege.	ls re
		AGREEMENT	
possible violative anticom	of the Sh petitive a	or other conduct ("the tivity being reported") represents to the Antitrust Division or other conduct ("the tivity being reported") represents to the Antitrust Division with the anticompetitive activity being reported, it:	n
	(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and	
	(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.	

- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
 - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
 - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, relevant to the anticompetitive activity being reported, as requested by the Antitrust Division, to the extent not already produced;
 - (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
 - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
 - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
 - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
 - making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

Page 3

- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division. although, upon request of the Antitrust Division will bring this Agree the attention of other prosecuting offices or administrative agencies. If the the Antitrust Division will bring this Agreement to Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of, the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
 - (a) producing in the United States all documents and records, including personal documents and records, and other materials relevant to the anticompetitive activity being reported, as requested by attorneys and agents of the United States;
 - (b) making himself/herself available for interviews in the United States in connection with the anticompetitive activity being reported upon the request of attorneys and agents of the United states:
 - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being

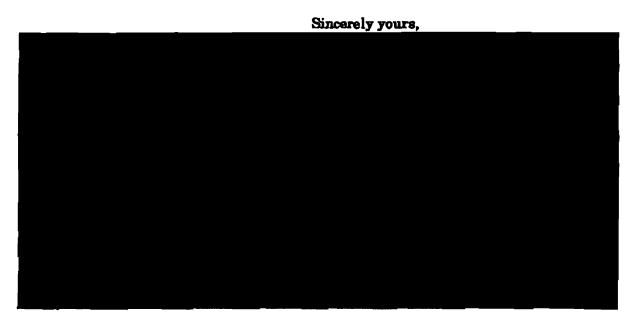
- reported, without falsely implicating any person or intentionally withholding any information;
- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and preparement and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement

Page 5

and to bind the respective parties hereto.





U. S. Department of Justice

Antitrust Division

Re:	
This letter confirms that all of the conditions of the Antitrust Division's Corporate Leniency Policy and the Conditional Leniency Agreement between and the Antitrust Division dated regarding the Therefore, leniency application is hereby granted.	
Sincerely,	



U.S. Departme of Justice

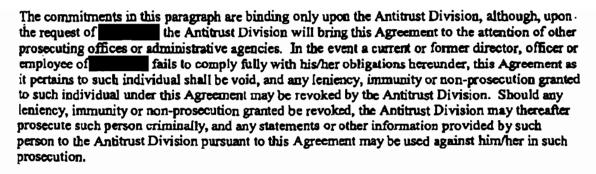
Antitrust Division

Dear	
	ter sets forth the terms and conditions of an agreement hetween the Antimist
Division of the	United States Department of Justice and subsidiary affiliate
of the Sherman	in connection with possible protection of section 1 Act, 15 U.S.C. § 1, in the
This agreement	is conditional and depends upon security satisfying the conditions set forth of these conditions are met, the Division will notify in writing that the
application has	been granted. It is further agreed that disclosures made by counsel for
	f the amnesty application will not constitute a waiver of the attorney-client work-product privilege.
	AGREEMENT
1. Repr	esentations: desires to report to the Antitrust Division possible
	other conduct violative of the Sherman Act in the
to the Antitrust I	("the anticompetitive activity being reported"). Connection with the anticompetitive activity being reported, it:
(a	
	activity being reported upon discovery of the activity; and
(b	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Coope	
to the Antitrust D	ivision in connection with the anticompetitive activity being reported, including,
but not limited to,	the following:
	and the state of the second of
ercement set forth in	enters into this agreement on behalf of this letter applies solely to as defined above, and does not extend to
	subsidiary affiliate Accordingly, and in light of the nothing herein should be construed so as to extend the agreement set forth in the
etter to	subsidiary affiliate

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and former directors, officers and employees of the current and employees of the current and former directors, officers and employees of the current and
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of	representations in
paragraph 1 above, and subject to its full, continuing and complete coop	eration, as described in
paragraph 2 above, the Antitrust Division agrees conditionally to accept	
the Corporate Leniency Program, as explained in an Antitrust Division 1	policy statement dated
August 10, 1993 (attached). Pursuant to that policy, the Antitrust Divisi	on agrees not to bring any
criminal prosecution against for any act or offense it may have	e committed prior to the
date of this letter in connection with the anticompetitive activity being re	eported. The
commitments in this paragraph are binding only upon the Antitrust Divi	sion, although, upon
request of the Antitrust Division will bring this Agreement to	the attention of other

has Division may revoke Program. Should the Corporate Leniency against the other information popular to formation	or administrative agencies. If the Antitrust Division at any time determines violated this Agreement, this Agreement shall be void, and the Antitrust the the conditional acceptance of into the Corporate Leniency into the Antitrust Division revoke the conditional acceptance of into the Program, the Antitrust Division may thereafter initiate a criminal prosecution without limitation. Should such a prosecution be initiated, any documentary or rovided by as well as any statements or other information provided timer director, officer or employee of to the Antitrust Division remember, may be used against in any such prosecution.
Subject to that current and form of, or participation investigation of the the Antitrust Division	full, continuing and complete cooperation, the Antitrust Division agrees mer directors, officers and employees of who admit their knowledge in, and fully and truthfully cooperate with the Antitrust Division in its anticompetitive activity being reported, shall not be prosecuted criminally by in for any act or offense committed prior to the date of this letter in connection itive activity being reported. Such full and truthful cooperation shall include,
(a)	producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
(b)	making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
(c)	responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
(d)	otherwise voluntarily providing the United States with any materials or information, not requested in (a) - (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
(e)	when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.



- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

